

7615
16820-C

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CHARLES T. KAPPLER
JOHN H. DOYLE
RICHARD N. BAGENSTOS
JAMES C. MARTIN, JR.

* ALSO ADMITTED IN NEW YORK
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RECORDATION NO. 16820-C FILED 145

May 1, 1990 MAY 1 1990 -1:32 PM

INTERSTATE COMMERCE COMMISSION

0-121A040

Ms. Noreta R. McGee
Secretary
INTERSTATE COMMERCE COMMISSION
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) fully executed original copies of an Amendment No. 1 to Equipment Lease dated as of March 30, 1990, a secondary document as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The enclosed document relates to the Equipment Lease dated as of March 15, 1990, which was filed and recorded on March 30, 1990 at 12:45 p.m. and assigned Recordation Number 16820.

The names and addresses of the parties to the foregoing document are:

Lessor: Wilmington Trust Company, as Owner-Trustee
Rodney Square North
Wilmington, Delaware 19890

Lessee: GATX Capital Corporation
Four Embarcadero Center
San Francisco, California 94111

A description of the railroad equipment covered by the enclosed document is:

Four hundred (400) two compartment covered hopper cars bearing WC reporting marks and road numbers 84000 through 84399, both inclusive.

C. T. Kappler
C. Alvord

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
May 1, 1990
Page Two


Also enclosed is check in the amount of \$15 payable to the order of the Interstate Commerce covering the required recordation fee.

Kindly return a stamped copy of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

Amendment No. 1 to Equipment Lease
dated as of March 30, 1990.

Very truly yours,


Charles T. Kappler

CTK/bg
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

5/1/90

OFFICE OF THE SECRETARY

Charles T. Kappler
Alvord & Alvord
918 16th St. N.W.
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/1/90 at 1:30pm and assigned recordation number(s). 16820-C

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

RECORDATION NO. 16820-C FILED 1025
MAY 1 1990 - 1:30 PM
INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1 TO EQUIPMENT LEASE

AMENDMENT NO. 1 dated as of March 30, 1990 (the "Amendment") between GATX CAPITAL CORPORATION, a Delaware corporation (the "Lessee"), and WILMINGTON TRUST COMPANY, a Delaware banking corporation, not individually but solely in its capacity as Owner-Trustee (the "Lessor") under GATX Trust No. 90-1, to the EQUIPMENT LEASE dated as of March 15, 1990 (the "Lease") between the Lessor and the Lessee.

A. Terms not otherwise defined herein have the respective meanings assigned thereto in Annex I to the Lease.

B. The Lessor and the Lessee have executed and delivered the Lease providing for the lease of the Equipment by the Lessor to the Lessee.

C. The Lessor and the Lessee now desire to amend the Lease in the respects, and only in the respects, hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Section 18.4 of the Lease is hereby amended to read in its entirety as follows:

"18.4. Option to Renew. So long as no Default under Section 14.1(a) in respect of the payment of Fixed Rent or Casualty Value or Event of Default shall have occurred and be continuing, the Lessee shall have the right upon no more than twelve (12) and no less than four (4) months prior written notice to the Lessor, designating the Items to be renewed, to renew this Lease with respect to all or part of the Items of Equipment then subject to this Lease in groups of at least 100 Items of Equipment (or if less than 100 Items of Equipment remain subject to this Lease as of the date of the expiration of the Base Term then all of the Items of Equipment then subject to this Lease), for one (1) Renewal Term of two (2) years, commencing at the expiration of the Base Term. All of the provisions of this Lease shall be applicable during the Renewal Term except that the Casualty Values shall be determined in accordance with this Section 18 and Fixed Rent shall be an amount equal to 50% of the average Fixed Rent payable by the Lessee during the Base Term."

2. All notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Amendment may refer to the Lease without making specific reference to this Amendment, but nevertheless all such references shall include this Amendment unless the context requires otherwise.

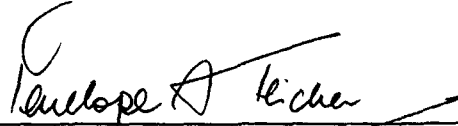
3. This Amendment shall be construed in connection with and as part of the Lease and all terms, conditions, representations, warranties, covenants and agreements set forth in the Lease, except as herein modified, are hereby confirmed and shall remain in full force and effect.

4. This Amendment shall be construed in accordance with the internal laws and decisions (as opposed to conflicts of law provisions of the State of Illinois); provided, however, that the parties shall be entitled to all rights conferred by any applicable federal statute, rule or regulation.

5. This Amendment may be executed in any number of counterparts, each such counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunder duly authorized as of the day and year first above written.

GATX CAPITAL CORPORATION

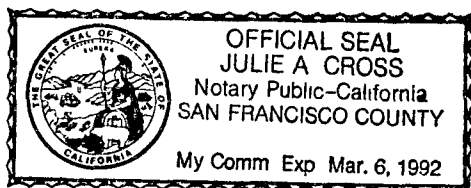
By: 
Its VICE PRESIDENT

WILMINGTON TRUST COMPANY, not in
its individual capacity but
solely as Owner-Trustee under
GATX Trust No. 90-1

By: _____
Its _____

STATE OF California)
COUNTY OF San Francisco) SS:

On this 24th day of April, 1990, before me personally appeared Penelope A. Deiches, to me personally known, who being duly sworn, says that she is a(n) Vice President of GATX CAPITAL CORPORATION, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



[NOTARIAL SEAL]

Julie A. Cross
Notary Public

My Commission Expires

3/6/92

STATE OF _____)
COUNTY OF _____) SS:

On this _____ day of _____, 1990, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a(n) _____ of WILMINGTON TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Notary Public

My Commission Expires

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunder duly authorized as of the day and year first above written.

GATX CAPITAL CORPORATION

By: _____
Its _____

WILMINGTON TRUST COMPANY, not in
its individual capacity but
solely as Owner-Trustee under
GATX Trust No. 90-1

By: *[Signature]*
Its FINANCIAL SERVICES DIV

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 1990, before me personally appeared _____, to me personally known, who being duly sworn, says that he is a(n) _____ of GATX CAPITAL CORPORATION, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My Commission Expires

STATE OF Delaware)
) SS:
COUNTY OF New Castle)

On this 24~~th~~ day of APRIL, 1990, before me personally appeared Carolyn C. Daniels, to me personally known, who being by me duly sworn, says that he is a(n) Financial Services Officer of WILMINGTON TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Pharon M. Brender
Notary Public

[NOTARIAL SEAL]

My Commission Expires

8-10-93